

Technology Investment Agreement

between

The United States Of America

USAF/AFMC

AIR FORCE RESEARCH LABORATORY

2310 EIGHTH STREET, BUILDING 167

WRIGHT-PATTERSON AFB OH 45433-7801

and

CAGE:

Concerning

INTEGRATION OF REAL TIME INFORMATION WITH SYNTHETIC AND ENHANCED VISION
DISPLAYS

Agreement No.: SAMPLE-03-2-0001

Total Amount of the Agreement: \$0.00

Government share: \$0.00

Recipient share: \$0.00

Authority: 10 U.S.C. 2358

Effective Date:

Catalog of Federal Domestic Assistance number: 12.800

Notice: Payment under this agreement will be made by Electronic Funds Transfer (EFT)

For

For the United States of America

Name:

Title:

MICHELE L. DICKMAN

Agreements Officer

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1.010 ORDER OF PRECEDENCE (APR 2000)

In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

- (a) DDR&E Memorandum, Revision 2 to Guidance on Technology Investment Agreements, 3 Feb 1999;
- (b) The articles in this agreement; and
- (c) The attachments to this agreement, if any.

1.010 ORDER OF PRECEDENCE (APR 2000)

In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

- (a) DDR&E Memorandum, Revision 2 to Guidance on Technology Investment Agreements, 3 Feb 1999;
- (b) The articles in this agreement; and
- (c) The attachments to this agreement, if any.

1.020 ADMINISTRATIVE RESPONSIBILITIES (JUN 2001)

- (a) Government representatives are:

Agreements Officer:
XXX

Business Point of Contact:
XXX

Agreements Administration Office:
XXX

Government Program Manager:
XXX

Payment Office:
XXX

Servicing Staff Judge Advocate's office (for invention reporting:
AFMC LO/JAZI, Bldg 11, Area B
2240 B Street, Room 100
Wright-Patterson AFB OH 45433-7109
Telephone (937) 255-6111

- (b) Recipient's representatives are:

Recipient Administrator:
XXX

Recipient's Program Manager:

XXX

2.020 TERM OF THE AGREEMENT (APR 2000)

The term of this agreement is reflected on the award/cover page. If all funds are expended prior to the end of the term (including recipient contributions, both cash and in-kind), the parties have no obligation to continue and may elect to cease performance at that point. Articles in this agreement which by their express terms or by necessary implication, apply for periods of time other than as specified in this article shall be given effect, notwithstanding this article.

2.030 TERMINATION (APR 2000)

(a) The agreements officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement.

(b) Additionally, this agreement may be terminated by either party upon written notice to the other party. Such written notice shall be preceded by consultation between the parties. If the recipient initiates the termination, written notification shall be provided to the agreements officer at least 30 days prior to the requested effective date. The notification shall state the reasons for the termination, the requested effective date, and, if a partial termination, the portion to be terminated. If the agreements officer determines, in the case of a partial termination, that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the agreements officer may terminate the award in its entirety.

(c) The Government and the recipient will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of program goals. The Government will allow full credit to the recipient for the Government share of the obligations properly incurred by the recipient prior to termination, and those noncancellable obligations that remain after the termination. The cost principles and procedures described in the article entitled "Cost Principles" shall govern all costs claimed, agreed to, or determined under this article.

(d) If this agreement is incrementally funded, it may be terminated in the absence of additional government funding as set forth in the article entitled "Incremental Funding".

(e) In the event of a termination, the Government shall have a paid-up Government purpose license in any subject invention, copyright work, and data made or developed under this agreement.

2.040 EXTENDING THE TERM (APR 2000)

If the parties agree, the term of this agreement may be extended if funds are available and research opportunities reasonably warrant. Any extension shall be formalized through modification of the agreement by the agreements officer and the recipient.

3.010 SCOPE AND MANAGEMENT OF THE PROGRAM (JUN 2001)

(a) The Government and the recipient are bound to each other by a duty of good faith and best effort to achieve the goals of this agreement. This agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

(b) The recipient shall perform a coordinated research and development program carried out in accordance with the statement of work entitled PROGRAM NAME HERE, Attachment 1 to this agreement. The recipient shall submit all documentation required by Part 7, Technical and Financial Reporting.

(c) The overall management, including technical, programmatic, reporting, financial and administrative matters, of the coordinated research program established under this agreement shall be

accomplished by the recipient. The Government program manager will interact with the recipient to promote effective collaboration between the recipient and the Government. Changes to this agreement that would result in (1) a change in the scope or the objective of the project or program or (2) a need for additional federal funding must be approved by the agreements officer, and the agreement modified in accordance with the article entitled "Modifications".

(d) The recipient will establish a schedule of quarterly technical meetings, and notify the Government program manager of the schedule. The Government program manager may participate in all technical meetings. Other Government personnel, as deemed appropriate, may also participate.

3.020 PROGRAM MANAGEMENT PLANNING PROCESS (APR 2000)

(a) The Program Plan provides a detailed schedule of project activities, commits the recipient to use its best efforts to meet specific performance objectives, includes forecasted expenditures and describes the payable milestones if applicable. The Program Plan will consolidate all prior adjustments in the program schedule, including revisions/modifications to payable milestones if applicable.

(b) For the first agreement year, the recipient will follow the plan as set forth in the Statement of Work (or recipient's proposal), and the attached Schedule of Payable Milestones (delete reference to Payable Milestones if paying by reimbursement or advance payment).

(c) The plan shall be updated, with Government program manager involvement, in each subsequent agreement year to reflect any changes necessary for conducting research.

3.031 MODIFICATIONS (APR 2000)

(a) Modifications to this agreement may be proposed by either party. Recipient recommendations for any modifications to this agreement, including justifications to support any changes to the statement of work or recipient's proposal as incorporated by reference and/or the payable milestones, shall be submitted in writing to the government program manager with a copy to the agreements officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program. Changes are effective only after the agreement has been modified. Only the agreements officer has the authority to act on behalf of the Government to modify this agreement.

(b) The agreements officer or administrative agreements officer may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, or changes to Government personnel identified in the agreement, etc.)

3.040 PROPERTY - INCORPORATED BY REFERENCE (JUN 2001)

(a) Recipients may purchase real property or equipment in whole or in part with federal funds under an award only with the prior approval of the agreements officer (except that additional approval is not required for such items included in the proposed/negotiated budget at the time of award).

(b) Equipment is defined as tangible nonexpendable personal property charged directly to the award having a useful life of more than one year and an acquisition cost of \$XX or more per unit.

(c) Title to all real property and equipment purchased by the recipient or members under this agreement is vested in the recipient subject to the conditions that the recipient:

- (1) Use the real property or equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the agreements officer.
 - (3) Use and dispose of the property in accordance with DoDGARs 34.21, subparagraph
- (d) and (e).

3.051 PROPERTY MANAGEMENT - INCORPORATED BY REFERENCE (JUN 2001)

The recipient's property management system shall comply with DoDGARS 34.23.

4.010 COST PRINCIPLES (APR 2000)

The cost principles in 48 CFR 31 and 48 CFR 231 effective on the date of this agreement apply.

4.021 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS (APR 2000)

The recipient shall establish or use existing financial management systems that comply with Generally Accepted Accounting Principles (GAAP) and DoDGARS 34.11.

4.030 AUDIT (APR 2000)

(a) If the recipient expends \$300,000 or more in one year under Federal awards they shall have an audit performed for that year by an independent auditor, in accordance with DoDGARS 34.16. The audit should be made a part of the regularly scheduled, annual audit of the recipient's financial statements. However, the recipient may have Federal awards separately audited, if it elects to do so unless prohibited by Federal laws or regulations.

(b) The recipient shall provide a copy of the auditor's report to the agreements officer and the agreements administration office.

4.040 RETENTION AND ACCESS TO RECORDS - INCORPORATED BY REFERENCE (AUG 2001)

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained and access to them permitted in accordance with DoDGARS 34.42.

4.050 ALLOTTED FUNDING - INCREMENTALLY FUNDED (OCT 2001)

The following funds are allotted to this agreement:

ACRN	FUND CITATION(S)	AMOUNT

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS:

This is a multiple funded agreement and additional ACRNs will be assigned and payment instructions revised when new accounting classifications are available. Pay in the following order up to the limit specified for each ACRN:

ACRN	AMOUNT
------	--------

XX

4.060 INCREMENTAL FUNDING (APR 2000)

(a) The Government's share for full performance of this award is \$0.00. Of this amount, only \$0.00 is allotted and currently available for payment. In no event is the Government obligated to reimburse the recipient for expenditures in excess of the total funds allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral modification, until the total Government share is fully funded.

(b) The parties agree that if additional funds are not allotted, this agreement may be terminated. The recipient is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the agreement plus the recipient's corresponding share, until the agreements officer notifies the recipient in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of the amount previously allotted by the Government to the agreement plus the recipient's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the agreements officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

4.070 PAYMENT - REIMBURSEMENT (APR 2000)

(a) The recipient shall be reimbursed by submitting Requests for Advance or Reimbursement (SF 270s)(or other invoice as agreed to). The original and two copies of each request shall be submitted to the agreements administration office.

(b) This award is subject to the electronic funds transfer (EFT) payment method. To be paid, the recipient must submit a Payment Information Form (Standard Form (SF) 3881) to the payment office identified in the article entitled Administrative Responsibilities unless that payment office currently has the information (e.g., bank name and account number) needed to pay the recipient by EFT. The SF-3881 is available at <http://www.onr.navy.mil/02/024/forms/default.htm>.

(c) Final payment will not be made until after receipt of an acceptable final report by the Government program manager.

4.081 PROGRAM INCOME - RESEARCH (APR 2000)

(a) All program income earned during the project period shall be added to funds committed to the project by the Government and the recipient and be used to further eligible program objectives.

(b) The recipient has no obligation to the Government for program income earned after the end of the project period.

(c) The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents patent applications, trademarks and inventions produced under the agreement.

(d) The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.

5.011 CLAIMS, DISPUTES AND APPEALS - INCORPORATED BY REFERENCE (JUN 2001)

(a) General. Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense (DoD) policy is to resolve issues through discussions and mutual agreement at the agreements officer's level prior to submission of a claim. Where unassisted negotiations fail to resolve issues in controversy, the parties agree to consider the use of Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable.

(b) Alternative Dispute Resolution. ADR should be used whenever practicable as a relatively inexpensive and expeditious procedure to resolve issues in controversy. ADR is any mutually agreed to voluntary means of settling issues in controversy without resorting to formal administrative appeals or litigation. ADR techniques shall be mutually agreed to and may be used at any appropriate time during the process.

(c) Claims Resolution Process. When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in DoDGARs 22.815 as the administrative process to resolve claims, disputes and appeals. For purposes of this article the Grant Appeal Authority will be XXX.

(d) Non-exclusivity of Remedies. Nothing in this article is intended to limit a recipient's right to any remedy under the law.

6.021 INVENTIONS - INCORPORATED BY REFERENCE (APR 2000)

(a) The clause entitled "Patent Rights (Small Business Firms and Nonprofit Organizations (37 CFR 401.14)" is hereby incorporated by reference and is modified as follows: replace the word "contractor" with "recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (L), Communications, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office identified in the article entitled Administrative Responsibilities.

(b) The recipient shall file Invention (Patent) Reports as of the close of each performance year and at the end of the term for this agreement. Annual reports are due 60 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. The recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an inventions report. Negative reports are also required. The recipient shall submit the original and one copy to the servicing Staff Judge Advocate's office, one copy to the agreements administration office, and one copy to the agreements officer, if different from the agreements administration office.

6.022 DATA RIGHTS (AUG 2001)

(a) Definitions

"Government purposes", as used in this article, means any activity in which the United States Government is a party, including cooperative agreements with international or multinational defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

"Government purpose rights", as used in this article, means the right to -

(1) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(2) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

"Unlimited rights", as used in this article, means rights to use, modify, reproduce, perform, display, release, or disclose data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

"Data", as used in this article, means recorded information, regardless of form or method or recording, which includes but is not limited to, technical data, software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions included under the article entitled Inventions.

"Practical application", as used in this article, means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(b) Allocation of Principal Rights

(1) Ownership rights to data generated under this agreement shall vest in the recipient. This agreement shall be performed with mixed Government and recipient funding and the parties agree that in consideration for Government funding, the recipient intends to reduce to practical application items, components and processes developed under this agreement.

(2) The recipient agrees to retain and maintain in good condition until XXX years after completion or termination of this agreement, all data necessary to achieve practical application. In the event of exercise of the Government's march-in rights as set forth under the Article entitled Inventions, the recipient agrees, upon written request from the Government, to deliver at no additional cost to the Government, all data necessary to achieve practical application within 60 days from the date of the written request. The Government shall have unlimited rights to this delivered data.

(3) With respect to data delivered pursuant to Part 7 of this agreement, Technical and Financial Reporting, the Government shall receive Government purpose rights.

(c) Marking of Data.

(1) Pursuant to subparagraph (b)(3) above, any data delivered under this agreement shall be marked with the following legend:

Government Purpose Rights

Agreement No.:

Recipient's Name:

Recipient's Address:

The Government may use, modify, reproduce, release, perform, display or disclose these data within the Government without restriction, and may release or disclose outside the Government and authorize persons to whom such release or disclosure has been made to use, modify, reproduce, release, perform, display or disclose that data for United States Government purposes, including competitive procurement.

(2) Any trade secrets and commercial or financial information the recipient wishes to protect from release under Freedom Of Information Act (FOIA) requirements must be marked with a legend identifying it as privileged or confidential information.

(d) Lower Tier Agreements. The recipient shall include this article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

6.030 FOREIGN ACCESS TO TECHNOLOGY (APR 2000)

(a) Definitions

"Foreign firm or institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this agreement, any agency or instrumentality of a foreign government, and firms, institutions or business

organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

"Know-how" means all information including, but not limited to, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this agreement.

(b) General. The parties agree that research findings and technology developments in PROGRAM NAME HERE technology may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this agreement by foreign firms or institutions must be carefully controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 120 et seq.), the DOD Industrial Security Regulation (DOD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.)

(c) Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions.

(1) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C.2, C.3, and C.4 below shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of technology. Transfers do not include:

- (i) sales of products or components, or
- (ii) licenses of software or documentation related to sales of products or components, or
- (iii) transfer to foreign subsidiaries of the recipient (recipient participants) for purposes related to this agreement, or
- (iv) transfer which provides access to technology to a foreign firm or institution which is an approved source of supply or source for the conduct of research under this agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this agreement.

(2) The recipient shall provide timely notice to the Government of any proposed transfer from the recipient of technology developed under this agreement to foreign firms or institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the recipient, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the recipient.

(3) In any event, the recipient shall provide written notice to the agreements officer and Government program manager of any proposed transfer to a foreign firm or institution at least 60 days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically what is to be transferred and the general terms of the transfer. Within 30 days of receipt of the recipient's written notification, the agreements officer shall advise the recipient whether it consents to the proposed transfer. In cases where the Government does not concur or 60 days after receipt and the Government provides no decision, the recipient may utilize the procedures under the article entitled Claims, Disputes and Appeals. No transfer shall take place until a decision is rendered.

(4) Except as provided in subparagraph C.1 above and in the event the transfer of technology to foreign firms or institutions is not approved by the Government, but the transfer is made nonetheless, the recipient shall (a) refund to the Government the funds paid for the development of the

technology and (b) negotiate a license with the Government to the technology under terms that are reasonable under the circumstances.

(d) Lower Tier Agreements. The recipient shall include this article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, development, or research work.

(e) This article shall remain in effect during the term of the agreement and for X years thereafter.

7.001 EXPENDITURE PLAN (DEC 2002)

A one-time submission of an Expenditure Plan shall be provided in graphical representation with data points depicted quarterly. The Expenditure Plan shall be submitted within thirty (30) days after the effective date of the agreement to AFRL/XPTT, Attn: Richard Flake, 2275 D Street, Room 107, Building 16, Area B, Wright-Patterson AFB, OH 45433-7226. One copy each shall also be provided to the Government Program Manager and Government Business Contact listed in Article 1.020, Administrative Responsibilities.

7.010 QUARTERLY REPORTS (APR 2000)

(a) The recipient shall submit quarterly reports within 30 days after the completion of each quarter throughout the term of this agreement. The first quarter shall commence on the effective date of the agreement. One copy each shall be provided to the following persons as listed in the article entitled Administrative Responsibilities:

- (1) Government Program Manager
- (2) Agreements Officer
- (3) Agreements Administration Office

(b) The report will have two major sections: the Technical Status Report and the Business Status Report (see (1) and (2), below, respectively).

(1) Technical Status Report. The technical status report will detail technical progress to date and report on all problems, technical issues or major developments during the reporting period.

(2) Business Status Report. The business status report shall provide summarized details of the resource status of this agreement. It shall provide the status of the contributions by both parties including a quarterly accounting of actual and projected expenditures compared to the budgeted. Any major deviations shall be explained with a discussion of proposed actions to address the deviations.

(c) Distribution Statement. In addition to any other required legend, mark all data delivered under this agreement with the following distribution statement that indicates to whom data may be distributed: XX.

7.040 FINAL REPORT (JUN 2001)

(a) Within 60 days of completion or termination of this agreement, the recipient shall submit a Final Report consisting of two parts, one addressing the technical achievements and the second recapping the business/financial aspects of the agreement. The technical portion of the report should be suitable for publication and is to provide a recap of the program, discussing program accomplishments. With the approval of the Government program manager, reprints of published articles may be submitted or attached to the technical portion of the Final Report. The business portion of the report shall contain a separate discussion of total costs incurred, total costs contributed by each recipient member with an explanation for any deviations from the original business plan.

(b) Submit the original (camera ready) report to the Government Program Manager and include an electronic copy with the AFRL submittal in MS Word format _____.

(c) Distribution Statement. In addition to any other required legend, mark all data delivered under this agreement with the following distribution statement that indicates to whom data may be distributed:

_____.

8.010 USING TECHNICAL INFORMATION RESOURCES (APR 2000)

To the extent practical, the recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

8.020 ADMINISTRATIVE REQUIREMENTS FOR SUBAWARDS AND CONTRACTS (APR 2000)

(a) The recipients shall apply to each subaward the administrative requirements of the DoDGARs applicable to the type of subrecipient. DoDGARs Part 32 shall be applied to awards to universities or other nonprofit organizations, DoDGARs Part 33 shall be applied to awards to state and local governments, and DoDGARs Part 34 shall be applied to for-profit entities.

(b) Recipients awarding contracts under this agreement shall assure that contracts awarded contain, as a minimum, the provisions in Appendix A to DoDGARs Part 34.

8.030 PROCUREMENT STANDARDS - INCORPORATED BY REFERENCE (AUG 2001)

The recipient's procurement system shall comply with the requirements identified in DoDGARs 34.31.

8.040 CLOSEOUT - INCORPORATED BY REFERENCE (AUG 2001)

Except in cases of termination, closeout, adjustment and collection of amounts due shall be accomplished in accordance with DoDGARs 34.61 through 34.62 and DoDGARs 22.825. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled Final Report, and all confirmatory instruments. The agreements officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

9.013 ASSURANCES (FEB 2001)

(a) By signing or accepting funds under the agreement, the recipient assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

(i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195;

(ii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90;

(iii) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56;

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(b) The recipient shall obtain assurances of compliance from contractors and recipients at lower tiers.

9.020 U.S. FLAG AIR CARRIERS (NOV 1999)

Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. (See General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol 63, No. 219, 63417-63421.))

<u>ATTACHMENTS</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	4		STATEMENT OF WORK